

Commonwealth of Massachusetts
HAMPDEN SUPERIOR COURT
Case Summary
Civil Docket

HDCV2004-00875
Ostrander v Hussmann Corporation

File Date	09/03/2004	Status	Disposed: transfered to other court (dtrans)
Status Date	10/01/2004	Session	B - Civil B - CtRm 5
Origin	1	Case Type	B05 - Products liability
Lead Case		Track	A

Service	12/02/2004	Answer	01/31/2005	Rule12/19/20	01/31/2005
Rule 15	11/27/2005	Discovery	10/23/2006	Rule 56	12/22/2006
Final PTC	04/21/2007	Disposition	09/03/2007	Jury Trial	Yes

PARTIES

Plaintiff

Melissa Ostrander
Active 09/03/2004

Private Counsel 463020

Stephen W Silverman
73 State Street
Suite 203
Springfield, MA 01103
Phone: 413-788-6188
Fax: 413-736-4968
Active 09/03/2004 Notify

Private Counsel 543869

Hal Etkin
Etkin Law Office (Hal)
14 Hubbard Ave., 2nd Floor
South Commons
Springfield, MA 01105
Phone: 413-739-9950
Fax: 413-731-8290
Active 09/03/2004 Notify

Defendant

Hussmann Corporation
Service pending 09/03/2004

Private Counsel 551180

John B Stewart
Moriarty Donoghue & Leja
1331 Main Street
Springfield, MA 01103
Phone: 413-737-4319
Fax: 413-732-8767
Active 10/01/2004 Notify

ENTRIES

Date	Paper	Text
09/03/2004	1.0	Complaint & civil action cover sheet filed
09/03/2004		Origin 1, Type B05, Track A.
10/01/2004	2.0	REMOVED to US Bankruptcy Court

A TRUE COPY
OF THE DOCKET MINUTES:
IN WITNESS WHEREOF, I hereunto

set my hand and have caused the
of the Superior Court for the County
of Hampden to be affixed on this
fifth day of October 2004
James M. Dunham
Deputy Clerk



CIVIL ACTION COVER SHEET	DOCKET NO.(S) <div style="font-size: 1.5em; font-weight: bold;">04 875</div>	Trial Court of Massachusetts Superior Court Department County: _____
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 PLAINTIFF(S)
MELISSA OSTRANDER

DEFENDANT(S)

HUSSMAN CORPORATIONHAMPDEN COUNTY
SUPERIOR COURT

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

Stephen W. Silverman, Esq. (413) 788-6188

73 State Street, Suite 203

Springfield, MA 01103 #463020

ATTORNEY (if known)

FILED
 SEP - 3 2004

Origin code and track designation

Place an x in one box only:

- ☒ 1. F01 Original Complaint
- ☐ 2. F02 Removal to Sup.Ct. C.231,s.104
(Before trial) (F)
- ☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal C.231, s. 97 & 104 (After trial) (X)
- ☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
- ☐ 6. E10 Summary Process Appeal (X)

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)

CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
B05	PRODUCTS LIABILITY	(A)	(X) Yes () No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

- | | |
|---|---------------------|
| 1. Total hospital expenses | \$ 1,600.00 |
| 2. Total Doctor expenses | \$ 27,000.00 |
| 3. Total chiropractic expenses | \$ |
| 4. Total physical therapy expenses | \$ 10,000.00 |
| 5. Total other expenses (describe) ... prosthetic devices | \$ 24,000.00 |
| Subtotal | \$ 62,600.00 |

B. Documented lost wages and compensation to date

- | | |
|--|-----------------|
| C. Documented property damages to date | \$ |
| D. Reasonably anticipated future medical and hospital expenses | \$ 50,000.00 |
| E. Reasonably anticipated lost wages | \$ 200,000.00 |
| F. Other documented items of damages (describe) | \$ 1,000,000.00 |

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)

Plaintiff lost all fingers on her hand in a grinder. She was eighteen years old at the time of the injury May 2002. She has been attempting to use prosthetic devices.

TOTAL \$ 1,317,600.00

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

TOTAL \$

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules of Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

DATE: 9/3/04

Commonwealth of Massachusetts
DEPARTMENT OF THE TRIAL COURT

HAMPDEN, SS

SUPERIOR COURT
CIVIL No.

04 875

MELISSA OSTRANDER
Plaintiff

Vs.

HUSSMANN CORPORATION
Defendant

HAMPDEN COUNTY
SUPERIOR COURT
FILED

SEP - 3 2004

Marie Magg
CLERK-MAGISTRATE

PLAINTIFF'S COMPLAINT

1. This is an action for breach of warranty and negligence as a result of personal injuries and other damages sustained as a result of the use of a product manufactured by the defendant corporation.

2. The plaintiff MELISSA OSTRANDER [hereinafter MELISSA] is an individual residing at 9 Grove Street, Westfield, Hampden County, Massachusetts 01085.

3. The defendant HUSSMAN CORPORATION [hereinafter HUSSMAN] is a Missouri corporation having a principal place of business at 12999 St. Charles Rock Road, Bridgeton, Missouri, 63303. It, or companies such as Allied Store Utilities Co., with which it has merged or which it has acquired, has manufactured and distributed or caused to be distributed, meat grinder machines in the United States and substantially in the Commonwealth of Massachusetts.

4. On or about April 28, 2002 the plaintiff MELISSA was an employee of the deli at 54 Pleasant Street, Westfield, Massachusetts, engaged in various duties. One of her duties was to grind meat in a meat grinder [hereinafter GRINDER], manufactured and distributed by the defendant HUSSMAN, for retail sale to customers of the deli.

No. of Pls. One
Fee Paid - \$ 240.00 Cash - Check
Surcharge Paid - \$ 15.00 Cash - Check
Security Fee - Paid - \$ 20.00 Cash - Check
Received by R.H.

5. Said GRINDER was electrically operated, with an on/off switch. The meat was manually fed into the grinder by the operator and pushed down to engage a turning worm mechanism which caught the meat and pushed it through the grinder.

6. On or about April 28, 2002 the plaintiff MELISSA was feeding meat into the GRINDER with her hand due to the inefficiency and difficulty of using the stuffer device, when her hand was caught in the worm mechanism causing serious and permanent injuries.

7. The GRINDER was defective in, among other things, the following ways:

- a. The absence of a guard with an automatic shut-off to prevent user's hand from contacting the worm;
- b. Having a bowl or throat with a diameter large enough for a hand to be used to push or adjust meat;
- c. The absence of an emergency off switch differentiated from the power on switch;
- d. The possibility of the coasting of the worm after the machine is shut off.

COUNT I - BREACH OF WARRANTY
MELISSA OSTRANDER v. HUSSMANN CORPORATION

8. The Plaintiff restates the allegations in paragraphs 1-7.

9. The defendant HUSSMANN, or a subsidiary for which it is responsible, failed to adequately test, design and manufacture its grinder, thereby placing a defective product on the market which, during normal use by the plaintiff, caused serious personal injuries, medical expenses and loss of earnings and earning capacity.

10. The HUSSMANN grinder, by causing the plaintiff's injury during normal use, breached the implied warranties of merchantability and fitness under the Uniform Commercial Code, Section 2-314, 315, G.L., c. 206.

11. As a result of the defendant's breach of warranty, the plaintiff sustained serious personal injuries, loss of earning capacity, incurred medical expenses, lost enjoyment of life activities and was otherwise damaged.

12. Wherefore, the plaintiff says that the defendant HUSSMANN owes her a suitable sum to be determined by the jury plus costs and interest.

COUNT II – NEGLIGENCE
MELISSA OSTRANDER v. HUSSMANN CORPORATION

13. The Plaintiff restates the allegations in paragraphs 1-7.

14. The defendant HUSSMANN, or those for whom it is responsible negligently failed to adequately design and manufacture the GRINDER and thereby was negligent, which resulted in injury to the plaintiff OSTRANDER.

15. As a result of the negligence of the defendant HUSSMANN, the plaintiff sustained serious personal injuries, loss of earning capacity, incurred medical expenses, lost enjoyment of life activities and was otherwise damaged.

16. Wherefore, the plaintiff says that the defendant HUSSMANN owes her a suitable sum to be determined by the jury plus costs and interest.

COUNT III – FAILURE TO WARN
MELISSA OSTRANDER v. HUSSMANN CORPORATION

17. The Plaintiff restates the allegations in paragraphs 1-7.

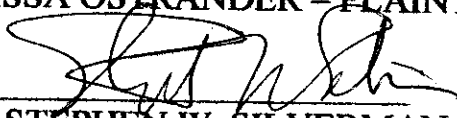
18. As a result of the failure of the defendant HUSSMANN to warn the plaintiff and the users of the GRINDER of its dangerous condition, the plaintiff sustained serious personal injuries, loss of earning capacity, incurred medical expenses, lost enjoyment of life activities and was otherwise damaged.

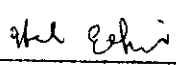
19. Wherefore, the plaintiff says that the defendant HUSSMANN owes her a suitable sum to be determined by the jury plus costs and interest.

COUNT IV
UNFAIR OR DECEPTIVE BUSINESS PRACTICES- c. 93A
MELISSA OSTRANDER v. HUSSMANN CORPORATION

20. The plaintiff restates the allegations in paragraphs 1-7.
21. The breach of the implied warranties of merchantability and fitness under the Uniform Commercial Code, as alleged in Count II, constitute an unfair or deceptive business practice in violation of G.L., c. 93A, §§2 and 9.
22. Wherefore, the plaintiff says that the defendant owes her, in addition to any damages awarded under Count II, double or treble damages for a willful or knowing violation, plus reasonable attorney's fees, costs and interest to be determined by the Court.
23. The plaintiff demands a trial by jury on all counts applicable.


MELISSA OSTRANDER – PLAINTIFF

By 
STEPHEN W. SILVERMAN, ESQ.
73 State Street
Springfield, Ma. 01103
(413) 788-6188
fax: 736-4968
BBO# 463020

By 
HAL ETKIN, ESQUIRE
14 Hubbard Ave.
South Commons
Springfield, MA 01105
(413) 739-9950
Fax: 413-731-8290
BBO# 543869

A true copy,

Attest:


Deputy Assistant Clerk

HEREBY ATTEST AND CERTIFY ON 9/29/04
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE
AND CORRECT COPY OF THE ORIGINAL ON FILE
IN MY OFFICE AND IN MY LEGAL CUSTODY.

UNITED STATES DISTRICT COURT CLERK, U.S. DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS DISTRICT OF MASSACHUSETTS
BY: Mary Ann

MELISSA OSTRANDER, Plaintiff
v. HAMPDEN COUNTY
SUPERIOR COURT

FILED

CIVIL ACTION NO. 04-30197-MPN

OCT -11 2004

HUSSMANN CORPORATION,
Defendant

Marie S. Magg
CLERK/MAGISTRATE

NOTICE OF REMOVAL

To the Judges of the United States District Court for the District of
Massachusetts:

The defendant, HUSSMANN CORPORATION, through its attorneys,
MORIARTY, DONOGHUE & LEJA, P.C., hereby files this Notice of Removal of this
action from the Trial Court, Superior Court Department for the County of Hampden,
Commonwealth of Massachusetts, to the United States District Court for the District
of Massachusetts, Western Section, and in support of this Notice states:

1. As appears from the docket, files and records of the Trial Court, Superior
Court Department, for the County of Hampden, Commonwealth of
Massachusetts, Civil Action No. 2004-00875B, this cause of action was
commenced on September 3, 2004. A summons and complaint were served
by certified mail on the defendant on September 21, 2004. The summons
and complaint purport to set forth claims for relief upon which the action is
based. Copies of the summons and complaint received by said defendant(s)
are attached hereto and marked Exhibits A & B.
2. This is a civil action alleging the defendant is a successor in interest to the

manufacturer of a meat grinding machine and she lost all the fingers on one of her hands while working in Westfield, Massachusetts. The complaint purports to set forth claims in negligence, breach of warranty and G.L. c. 93A against the defendant.

3. The plaintiff, Melissa Ostrander, alleges in the complaint that she is a resident of Westfield, Massachusetts.
4. The defendant is incorporated in Missouri, and maintains its principal place of business at 12999 St. Charles Rock Road, Bridgeton, Missouri
5. Jurisdiction in the Federal Court is founded on the complete diversity of citizenship between the plaintiff and defendant and on 28 U.S.C. §1332. The amount in controversy exceeds, exclusive of interest and costs, the sum of Seventy-five thousand Dollars (\$75,000.00).
6. This Notice of Removal is filed within thirty days of the defendant Hussmann Corporation's receipt of process in this action.

WHEREFORE, Hussmann Corporation, prays for the removal of the above-entitled action from the Trial Court, Superior Court Department, for the County of Hampden, to the United States District Court for the District of Massachusetts, Western Section.

HUSSMANN CORPORATION, Defendant

By John B. Stewart
JOHN B. STEWART
MORIARTY, DONOGHUE & LEJA, P.C.
158 E. Main Street
Springfield, MA 01103
Tel. (413) 737-4319

A true copy,

Attest:

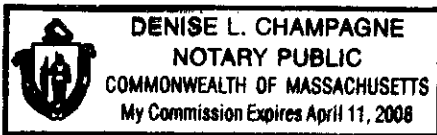
Ying M. DeBarn
Deputy Assistant Clerk

AFFIDAVIT

HAMPDEN, SS.

September 29, 2004

Then personally appeared the above-named John B. Stewart and made oath that he read the foregoing Notice of Removal and knows the contents thereof and that the facts as stated therein are true, before me



Denise L. Champagne
DENISE CHAMPAGNE

Notary Public, My Commission Expires: 4/11/08

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the within notice of removal was served upon each other party or counsel of record on September 29, 2004 by first class mail.

John B. Stewart
JOHN B. STEWART
MORIARTY, DONOGHUE & LEJA, P.C.

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:
TORT - MOTOR VEHICLE TORT - CONTRACT - EQUITABLE RELIEF - OTHER

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION
NO. 04 875

MELISSA OSTRANDER, PLAINTIFF(S)

V.

SUMMONS

HUSSMANN CORPORATION, DEFENDANT(S)

President or Person in Charge

To the above named defendant: HUSSMANN CORPORATION
You are hereby summoned and required to serve upon

STEPHEN W. SILVERMAN ESQ., plaintiff's attorney, whose address is
73 State St., Suite 203, Springfield, MA 01103
you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do
so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at Springfield either before
service upon the plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by rule 13(a), your answer must state as a counterclaim any claim which
you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter
of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, Suzanne V. DelVecchio, Esq., at Springfield the 17th day of
September in the year of our Lord two thousand four.

Marie G. Mazza
Clerk / Magistrate

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

FORM No.1

NOTICE TO DEFENDANT -- You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's office.

COPY

**Commonwealth of Massachusetts
DEPARTMENT OF THE TRIAL COURT**

HAMPDEN, SS

**SUPERIOR COURT
CIVIL No. 04 875**

**MELISSA OSTRANDER
Plaintiff**

V.

**HUSSMANN CORPORATION
Defendant**

CLERKS OFFICE
SUPERIOR COURT
HAMPDEN COUNTY

2004 SEP - 3 P 3:00

PLAINTIFF'S COMPLAINT

1. This is an action for breach of warranty and negligence as a result of personal injuries and other damages sustained as a result of the use of a product manufactured by the defendant corporation.

2. The plaintiff MELISSA OSTRANDER [hereinafter MELISSA] is an individual residing at 9 Grove Street, Westfield, Hampden County, Massachusetts 01085.

3. The defendant HUSSMAN CORPORATION [hereinafter HUSSMAN] is a Missouri corporation having a principal place of business at 12999 St. Charles Rock Road, Bridgeton, Missouri, 63303. It, or companies such as Allied Store Utilities Co., with which it has merged or which it has acquired, has manufactured and distributed or caused to be distributed, meat grinder machines in the United States and substantially in the Commonwealth of Massachusetts.

4. On or about April 28, 2002 the plaintiff MELISSA was an employee of the deli at 54 Pleasant Street, Westfield, Massachusetts, engaged in various duties. One of her duties was to grind meat in a meat grinder [hereinafter GRINDER], manufactured and distributed by the defendant HUSSMAN, for retail sale to customers of the deli.

5. Said GRINDER was electrically operated, with an on/off switch. The meat was manually fed into the grinder by the operator and pushed down to engage a turning worm mechanism which caught the meat and pushed it through the grinder.

6. On or about April 28, 2002 the plaintiff MELISSA was feeding meat into the GRINDER with her hand due to the inefficiency and difficulty of using the staffer device, when her hand was caught in the worm mechanism causing serious and permanent injuries.

7. The GRINDER was defective in, among other things, the following ways:

- a. The absence of a guard with an automatic shut-off to prevent user's hand from contacting the worm;
- b. Having a bowl or throat with a diameter large enough for a hand to be used to push or adjust meat;
- c. The absence of an emergency off switch differentiated from the power on switch;
- d. The possibility of the coasting of the worm after the machine is shut off.

COUNT I - BREACH OF WARRANTY
MELISSA OSTRANDER v. HUSSMANN CORPORATION

8. The Plaintiff restates the allegations in paragraphs 1-7.

9. The defendant HUSSMANN, or a subsidiary for which it is responsible, failed to adequately test, design and manufacture its grinder, thereby placing a defective product on the market which, during normal use by the plaintiff, caused serious personal injuries, medical expenses and loss of earnings and earning capacity.

10. The HUSSMANN grinder, by causing the plaintiff's injury during normal use, breached the implied warranties of merchantability and fitness under the Uniform Commercial Code, Section 2-314, 315, G.L., c. 206.

11. As a result of the defendant's breach of warranty, the plaintiff sustained serious personal injuries, loss of earning capacity, incurred medical expenses, lost enjoyment of life activities and was otherwise damaged.

12. Wherefore, the plaintiff says that the defendant HUSSMANN owes her a suitable sum to be determined by the jury plus costs and interest.

COUNT II - NEGLIGENCE
MELISSA OSTRANDER v. HUSSMANN CORPORATION

13. The Plaintiff restates the allegations in paragraphs 1-7.

14. The defendant HUSSMANN, or those for whom it is responsible negligently failed to adequately design and manufacture the GRINDER and thereby was negligent, which resulted in injury to the plaintiff OSTRANDER.

15. As a result of the negligence of the defendant HUSSMANN, the plaintiff sustained serious personal injuries, loss of earning capacity, incurred medical expenses, lost enjoyment of life activities and was otherwise damaged.

16. Wherefore, the plaintiff says that the defendant HUSSMANN owes her a suitable sum to be determined by the jury plus costs and interest.

COUNT III - FAILURE TO WARN
MELISSA OSTRANDER v. HUSSMANN CORPORATION

17. The Plaintiff restates the allegations in paragraphs 1-7.

18. As a result of the failure of the defendant HUSSMANN to warn the plaintiff and the users of the GRINDER of its dangerous condition, the plaintiff sustained serious personal injuries, loss of earning capacity, incurred medical expenses, lost enjoyment of life activities and was otherwise damaged.

19. Wherefore, the plaintiff says that the defendant HUSSMANN owes her a suitable sum to be determined by the jury plus costs and interest.

COUNT IV**UNFAIR OR DECEPTIVE BUSINESS PRACTICES- c. 93A****MELISSA OSTRANDER v. HUSSMANN CORPORATION**

20. The plaintiff restates the allegations in paragraphs 1-7.

21. The breach of the implied warranties of merchantability and fitness under the Uniform Commercial Code, as alleged in Count II, constitute an unfair or deceptive business practice in violation of G.L., c. 93A, §§2 and 9.

22. Wherefore, the plaintiff says that the defendant owes her, in addition to any damages awarded under Count II, double or treble damages for a willful or knowing violation, plus reasonable attorney's fees, costs and interest to be determined by the Court.

23. The plaintiff demands a trial by jury on all counts applicable.

MELISSA OSTRANDER - PLAINTIFF

By


STEPHEN W. SILVERMAN, ESQ.

73 State Street

Springfield, Ma. 01103

(413) 788-6188

fax: 736-4968

BBO# 463020

By


HAL ETKIN, ESQUIRE

14 Hubbard Ave.

South Commons

Springfield, MA 01105

(413) 739-9950

Fax: 413-731-8290

BBO# 543869

CIVIL ACTION COVER SHEET		DOCKET NO. (S)	Trial Court of Massachusetts Superior Court Department County: _____	
PLAINTIFF(S) MELISSA OSTRANDER		DEFENDANT(S) HUSSMAN CORPORATION		
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE Stephen W. Silverman, Esq. (413) 788-6188 73 State Street, Suite 203 Springfield, MA 01103 #463020		ATTORNEY (if known)		
Origin code and track designation				
Place an x in one box only:				
<input checked="" type="checkbox"/> 1. F01 Original Complaint		<input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 87 & 104 (After trial) (X)		
<input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231, s. 104 (Before trial) (F)		<input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)		
<input type="checkbox"/> 3. F03 Retransfer to Sup.Ct. C.231, s. 102C (X)		<input type="checkbox"/> 6. E10 Summary Process Appeal (X)		
CODE NO.	TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)			
B05	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?	
	PRODUCTS LIABILITY	(A)	(X) Yes	() No
The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or triple damage claims; indicate single damages only.				
TORT CLAIMS				
(Attach additional sheets as necessary)				
A. Documented medical expenses to date:				
1. Total hospital expenses				\$ 1,600.00
2. Total Doctor expenses				\$ 27,000.00
3. Total chiropractic expenses				\$
4. Total physical therapy expenses				\$ 10,000.00
5. Total other expenses (describe) ... prosthetic devices				\$ 24,000.00
Subtotal				\$ 62,600.00
B. Documented lost wages and compensation to date				\$ 5,000.00
C. Documented property damages to date				\$
D. Reasonably anticipated future medical and hospital expenses				\$ 50,000.00
E. Reasonably anticipated lost wages				\$ 200,000.00
F. Other documented items of damages (describe)				\$ 1,000,000.00
G. Brief description of plaintiff's injury, including nature and extent of injury (describe)				
Plaintiff lost all fingers on her hand in a grinder. She was eighteen years old at the time of the injury May 2002. She has been attempting to use prosthetic devices.				TOTAL \$ 1,317,600
CONTRACT CLAIMS				
(Attach additional sheets as necessary)				
Provide a detailed description of claim(s):				
				TOTAL \$
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT				
"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform R Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution, the advantages and disadvantages of the various methods."				

CIVIL ACTION COVER SHEET INSTRUCTIONS

SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

CONTRACT		REAL PROPERTY		MISCELLANEOUS	
A01	Services, labor and materials	(F)	C01	Land Taking (seizure of domain)	(F) E02 Appeal from Administrative Agency G.L.c.26A
A02	Goods sold and delivered	(F)	C02	Zoning Appeal, G.L.c.40A	(F) E03 Action against Contractor or Municipality, G.L.c.26B
A03	Commercial Paper	(F)	C03	Dispute concerning Will	(F) E05 AR Arbitration
A04	Sale or lease of real estate	(F)	C04	Foreclosure of Mortgage	(D) E07 G.L.c.112A.125 (Mortgage)
A12	Construction Dispute	(A)	C05	Condominium Fee Charges	(D) E08 Appointment of Receiver
A09	Other (Specify)	(F)	C06	Other (Specify)	(D) E09 General Contractor bond, G.L.c.146A.33,33a
TORT		EQUITABLE REMEDIES		E11	Workers' Compensation
B03	Motor Vehicle Negligence	(F)	D01	Specific performance of contract	(A) E13 G.L.c.153A.12 (SDP Commitment)
B04	Personal Injury/Property Damage	(F)	D02	Rescission and Apply	(F) E14 G.L.c.123A, s. 9 (SDP Petition)
	Other negligence	(F)	D03	Contribution or Indemnification	(F) E15 Abuse Petition, G.L.c.393A
B06	Personal Injury/Property Damage	(A)	D07	Imposition of Trust	(A) E16 Auto Surcharge Appeal
B05	Products Liability	(A)	D08	Minority Stockholder's Suit	(A) E17 Civil Rights Act, G.L.c.12A.111
B06	Malpractice-Medical	(A)	D10	Accounting	(A) E18 Foreign Discovery Proceeding
B07	Malpractice-Other (Specify)	(A)	D12	Dissolution of Partnership	(F) E19 Sex Offender Registry G.L.c.178B.1.2
B08	Wrongful death, G.L.c.26B.5.2A	(A)	D13	Declaratory Judgment G.L.c.231A	(A) E20 Plural Registry (Ancestor cases)
B15	Defamation (Libel-Slander)	(A)	D30	Other (Specify)	(F) E25 Furniture G.L.c. 94C.47
B19	Asbestos	(A)			E26 Prisoner Cases
B20	Personal Injury-Gep&Fes2	(A)			E27 Prisoner Habeas Corpus
B21	Environmental	(F)			E29 Other (Specify)
B22	Employment Discrimination	(F)			
B30	Other (Specify)	(F)			

TRANSFER YOUR SELECTION TO THE FACE SHEET.

EXAMPLE:

CODE NO.	TYPE OF ACTION (SPECIFY)	TRACK	IS THIS A JURY CASE?
B03	Motor Vehicle Negligence-Personal Injury	(F)	Yes

SUPERIOR COURT RULE 25

DUTY OF THE PLAINTIFF. The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary) statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 25(2)(C).

DUTY OF THE DEFENDANT. Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.

FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.

MORIARTY, DONOGHUE & LEJA, P.C.

ATTORNEYS AND COUNSELORS AT LAW
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PATRICIA A. BARBALUNGA
JAMES P. MORIARTY (1898-1973)

September 29, 2004

Marie Mazza, Clerk
Hampden Superior Court (Civil)
50 State Street
Springfield, MA 01103

RECEIVED

OCT - 1 2004

CLERK OF COURTS
HAMPDEN COUNTY

Re: Ostrander v. Hussman Corp.
CA #04-875

Dear Ms. Mazza:

Please find enclosed a certified copy of the Notice of Removal filed today in U.S. District Court in Springfield. Accordingly, would you kindly prepare "certified or attested copies of all records and proceedings" in Hampden County Superior Court and "a certified or attested copy of all docket entries," both of which I am required to file in USDC within 30 days. Kindly call my office when these copies are ready I come over and pay for them and hand carry them from your court to the USDC. Thank you.

Yours very truly,


John B. Stewart

JBS/bh

Encl.

cc: Steven Silverman
73 State Street, Suite 203
Springfield, MA 01103